

The Corporation of the Township of Whitewater Region

By-law Number 19-07-1199

A by-law to authorize the execution of a Customer Agreement for Electricity and Natural Gas (Ontario Wholesale Energy)

Whereas, Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas, Council of the Township of Whitewater Region deems it necessary to enter into a five-year Customer Agreement with Ontario Wholesale Energy for bulk purchasing;

Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. The Mayor and Clerk are authorized to execute the Customer Agreement with Ontario Wholesale Energy Gas & Electric on behalf of the Corporation of the Township of Whitewater Region.
2. That the Customer Agreement attached forms part of this by-law.
3. That this by-law shall come into force and take effect upon passage.

Read a first, second and third time and finally passed this 17th day of July, 2019.



Michael Moore, Mayor



Carmen Miller, Clerk

This Offer Sheet and the General Terms and Conditions form the Agreement entered into by and between Ontario Wholesale Energy Gas & Electric ("OWE") and _____ ("Customer").

This Agreement shall only become binding and enforceable when it is executed by both Customer and Ontario Wholesale Energy Gas & Electric. Nothing herein shall be deemed to require Ontario Wholesale Energy Gas & Electric to execute the Agreement. The Date on which Ontario Wholesale Energy Gas & Electric executes this Offer Sheet shall be deemed the "Effective Date" of the Agreement.

Customer Information

Customer Name (as indicated on Utility Bill) _____

Street Number _____ Street Name _____

City _____ Province _____ Postal Code _____

Telephone _____ Contact Name _____

Fax _____ Email _____

Schedule "A" included

NATURAL GAS PROGRAM

Account Number: _____ Estimated Volume: _____

Start Date (est.)	Natural Gas	Authorization (Customer Initials)
DD / MM / 20 YY	Price (¢/m3)* _____ ¢ Term (yrs.) _____	_____
Applicable pricing after initial 6 months of discount pricing described below		

First Six Months of Agreement - Intro Gas Discount Program

Start/End Date (est.)	Natural Gas	Authorization (Customer Initials)
From DD / MM / 20 YY until DD / MM / 20 YY	Price (¢/m3)* _____ ¢ Term: 6 months	_____
Customer's discounted price for initial 6 months of the Term		

*Compressor fuel for transportation will be added to your natural gas supply charge (approx. 5.5%).

ELECTRICITY PROGRAM Electricity Retailer Licence No: ER-2015-0157

Account Number: _____ Estimated Volume: _____

Fixed Price: Electricity PRICELOCK
 Electricity PRICELOCK with Six Month Introductory Rate

ELECTRICITY PRICELOCK Authorization

What you pay for electricity under this Agreement

DD / MM / 20 YY Start Date of Supply (est.) Agreement Price (¢/kWh) Agreement Length (yrs.) (Your Initials)

Applicable pricing after initial 6 months of discount pricing described below

First Six Months of Agreement - Intro Electricity Discount Program

What you pay for electricity for the first six months under this Agreement

From DD / MM / 20 YY until DD / MM / 20 YY Agreement Price (¢/kWh) Term: 6 months (Your Initials)

Your discounted price for initial 6 months of the Agreement Length

Variable Price: HOEP+PLUS Program

HOEP+PLUS PROGRAM Authorization

What you pay for electricity under this Agreement

DD / MM / 20 YY Start Date of Supply (est.) Market Price + Agreement Price (¢/kWh) (Your Initials)

Agreement Length (yrs.)

Essential Agreement Information

Customer appoints Ontario Wholesale Energy ("OWE") as its supplier of electricity and/or natural gas commodity ("Energy") to each Location enrolled under this Agreement for the selected Term. You, the Customer, understand and agree:

- a) By signing this Agreement, Customer agrees to initiate Energy service and begin enrollment with OWE. OWE, following its execution of this Agreement, will supply Energy at the Price Customer agrees to on the Customer Agreement. Customer will pay any related charges, plus applicable taxes.
- b) If you sign up and enroll in the Electricity program, you will be charged the Global Adjustment, in addition to the Electricity Price. If you currently purchase your supply through your local Utility at the RPP rate, then (i) you will have to settle your RPP variance with your Utility when OWE enrolls you, and (ii) the Global Adjustment will appear as a new line item on your bill.

Customer has read and accepts the above, has received a signed copy of this Agreement (including the attached Terms and Conditions and Schedule "A" for Multiple Locations, if applicable) and agrees to be bound by it. The undersigned represents having the authority to bind the Customer to this Agreement.

By signing this Agreement, each party agrees to be bound by the terms of this Customer Agreement and the Terms and Conditions, and acknowledges having full authority to sign this Agreement and enter a binding contract for the Location(s) and Utility accounts listed above (and in the attached Schedule "A" for Multiple Locations, if applicable).

Customer Name (As Indicated on Utility Bill) _____

Signature _____ Date _____

Print Name _____

Title _____

I am the authorized Account Holder or Customer-Agent with legal authority to bind Customer to this Agreement.

Customer Initials _____

Customer acknowledges and agrees that Customer is the Person as defined by the Energy Consumer Protection Act and consumes in excess of the Minimum Annual Consumption (see reverse). It is understood that if the historical usage data provided to OWE by the Utility is less than the Minimum Annual Consumption, this Agreement will be voided and Customer will be notified of the same by OWE.

Customer Initials _____

Ontario Wholesale Energy Gas & Electric

Signature _____ Date _____

Print Name _____

Title _____

Account Manager _____

I have authority to bind Ontario Wholesale Energy Gas & Electric.

Agent Initials _____

